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RE: Eames v. Nationwide Mut. Ins. Co.
C.A. No.: 04-CV-1324KAJ

Dear Master Semple:

The Eames plaintiffs filed their opening brief in connection with their pending motion to compel and for sanctions on October 26, 2005. I write now to offer a correction to the opening brief.

At page 3 of the opening brief, we stated that

the parties recently stipulated that among documents produced by three other Nationwide [insurance] agents in response to the Eames plaintiffs' subpoenas, the "vast majority" set forth the characterization of PIP limits as "full."

The word "limits" should not have been included in this passage. It reflects our view of the effect of the parties' stipulation; but that view is not shared by Nationwide, and was not a part of the stipulation itself. In its answering brief, Nationwide correctly notes this error.

The passage should have read to this effect: that the parties have stipulated that the vast majority of the insurance agents' documents set forth the characterization of *PIP* as "full." Whether that characterization relates to the PIP limits (as we contend) or the absence of a PIP deductible (as Nationwide contends) is a disputed issue. The point of the passage was simply to emphasize that the use of the "full" modifier is admittedly widespread.

James W. Semple, Esq.

November 7, 2005

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I apologize for any inconvenience caused by our mistake.

Respectfully,

/s/ John S. Spadaro

John S. Spadaro

JSS/slr

Encl.

cc: Curtis P. Cheyney, III, Esq. (by electronic filing)